

## **Invitation for Bids**

**The Town of Truro is seeking bids for the supply and delivery of propane for town owned buildings for the period of July 1, 2016 through June 30, 2017.**

Bids will be received at the Barnstable County Superior Courthouse, Office of the County Commissioners, 3195 Main St, PO Box 427, Barnstable, MA 02630 on or before **June 14, 2016, no later than 10:00AM. No exceptions allowed.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked **“Bid – Propane – FY 2017”**

**NOTE: One original and two (2) copies of each bid shall be submitted. NO faxed proposals will be accepted.**

The Town of Truro reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

The Town of Truro fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this May 26, Two Thousand and Sixteen.

Elaine Davis  
**Chief Procurement Officer**  
**Barnstable County**

**INVITATION FOR BIDS  
SUPPLY AND DELIVERY PROPANE PRODUCTS**

The Town of Truro invites qualified bidders to submit bids for the supply and delivery of Propane for the period beginning July 1, 2016 through June 30, 2017

**I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS.**

- 1) Bids will be accepted at the Superior Courthouse, Office of the County Commissioners, 3195 Main St, PO Box 427, Barnstable, MA 02630, until 10:00 AM, June 14, 2016 and will be publicly opened forthwith for this Invitation for Bids which is made in accordance with MGL c30B. **One original and two copies** of the bid are required. The bid envelope must be sealed and clearly marked:

***Bid for Supply and Delivery of Propane Products***

- 2) Award date. Award will be made within sixty (60) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
- 3) If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having requested the IFB.
- 4) Questions concerning this IFB must be submitted in writing to: Elaine Davis, Chief Procurement Officer, Barnstable County, 3195 Main St., Barnstable, MA no later than June 7, 2015. Questions may be delivered, mailed, emailed (edavis@barnstablecounty.org) or faxed (508) 375-6637. Written responses will be e - mailed or faxed to all bidders on record as having requested the IFB.
- 5) Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Truro prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" and must reference the original IFB.
- 6) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Truro or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
- 7) The Town of Truro reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
- 8) The Town of Truro will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Truro.
- 9) Responders must be willing to enter into the Town of Truro's standard form of contract that will include the scope of services description of this IFB.

- 10) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
- 11) Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 12) Any bids received after the advertised date and time for opening will be returned to the responder unopened.
- 13) Purchases by the Town of Truro are exempt from federal, state and municipal sales and/or excise taxes.
- 14) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s).
- 15) Unexpected closures. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.
- 16) The Town of Truro is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
- 17) Bidders should be aware that many overnight mailing services do not guarantee service to Truro.

## **II. SCOPE OF SERVICES.**

### **TERMS**

The successful bidder(s) awarded this contract(s) shall herein after be referred to as "Contractor." The Town of Truro (herein after "Town") shall include all of the departments and political subdivisions receiving services under any and all resulting contracts of this invitation for bids.

### **DELIVERY SPECIFICATIONS**

1. All deliveries shall conform in every respect with all applicable laws of the Federal Government and/or the Commonwealth of Massachusetts and/or the Town.
2. The contractor shall clean the premises of product after all deliveries and leave the grounds and buildings in good condition.
3. The contractor must upon notice of the Town or other Authorized Municipal Officer make prompt, and without charge, replacements of any Product furnished which fails to conform to specifications.
4. In case any of the municipal property is damaged in the process of the delivery of product, the damage shall be the responsibility of the contractor and must be repaired or replaced to the satisfaction of the Town.
5. Product must be delivered within twenty-four (24) hours of receipt of the order, except as otherwise provided for in this invitation for bids.

6. Deliveries made to the Town of Truro or other political subdivision shall be in the presence of an authorized agent of that governmental entity. Deliveries of Products are to be by metered trucks and delivery slips shall be stamped by the metering device indicating the amount of product delivered at each delivery. Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. Signed delivery slips are to be forwarded to the purchaser with invoices. Extreme caution shall be exercised by drivers upon entering and leaving school and municipal property.
7. The Town of Truro is listed with all locations and estimated usage. These quantities are being set forth for the comparison of bids only and the actual amount of materials may not correspond therewith. The Town reserves the right to adjust the quantities in accordance with the actual amount of fuel required during the contract year. A contractor may submit a bid on any or all sections as specified on the bid sheet. A list of contact persons will be supplied at the execution of the contract with the successful bidder.

### **SUPPLY AVAILABILITY**

If at any time the contractor is unable to furnish materials as ordered or required by the Town:

- 1) The contractor shall be obligated to obtain delivery from another supplier and the contractor will in turn invoice the Town or other political subdivision so affected, at the price specified in such contract with the Town or other political subdivision affected; or
- 2) The Town or other political subdivision may order such materials from such places as are available, and the contractor shall pay to the affected Town or other political subdivision all expenses incurred above such contract price.

### **PRODUCTS**

#### **PROPANE**

1. Best quality Propane – LP116.
2. All Propane's shall conform to regulations, which set certain specifications on fossil fuels, which may be burned within the Commonwealth of Massachusetts after October 1, 1971. Contractor must state the producer of fuel it intends to furnish, together with a certified statement of its analysis.
3. The contractor shall make deliveries of Propane, as directed and ordered into a storage location or storage tank at the locations specified in the table below, "Destination and Estimated Yearly Consumption, Propane." All goods must be delivered in first class condition. Deliveries found otherwise are subject to rejection and replacement. All dispensing equipment shall be in good repair to make deliveries without leaking propane at the points of delivery.
4. The Propane delivered hereunder may be regularly and continuously sampled or parts thereof may be sampled, as the Town or their designee may elect. Samples may be collected, prepared and analyzed by representatives of the Town in accordance with methods adopted by the American Society for Testing Materials (ASTM).
5. The contractor's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract

throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Town of Truro has the following Propane Tanks as follows:

Department	Location	Tank Capacity	Estimated
			Yearly Usage (Gal.)
DPW Office	Town Hall Rd., Truro	100	400
Snow's Field	14 Snow's Field Road	100	80
Community Center	7 Standish Way	1,000	4,050
X-fer Station – Office	5 Town Dump Road	100	100
X-fer Station – Swap Shack	5 Town Dump Road	100	225
Truro Central School	317 Route 6, Truro	2000	2,400
Safety Facility	344 Route 6, Truro	1000	6,200
Truro Public Library	5 Library Lane, Truro	1,000	4,250
Town Hall	Town Hall Road, Truro	1,000	4,125
<b>Estimated Total Consumption</b>			<b>21,830</b>

The numbers of gallons listed are for the purpose of determining the low bid. It is not a guarantee of actual usage and is not meant to hold the town to a specific consumption. Actual usage required on the contract may be higher or lower than the number of gallons stated.

This invitation for bids requires vendors to bid on operating expenses and profit (O.E.P.). The intent of this approach to public propane bidding is to encourage the greatest possible degree of competition among vendors. The original Base Price and subsequent wholesale prices are stipulated by the buyers, and are drawn from a respected propane industry gas supplier. Vendors are asked to bid on the items mentioned above. The ultimate buyer's objective underlying this bid technique is the desire to obtain the lowest possible prices with maximum price stability.

#### SOURCE PRICE ADJUSTMENT POSTING

Fluctuating bid price per gallon will be tied to the Principal Averages Monday Selkirk, NY price as published on page one of BPN's Weekly Propane Newsletter. This indicator changes weekly. The winning bidder will be required to attach the BPN price sheet to the invoice sent to the Town.

#### BIDDING ON OPERATING EXPENSES AND PROFIT (O.E.P)

This bid requires vendors to compete on the basis of delivery margin. The O.E.P., expressed in cents per gallon (not to exceed four (4) decimal places) will be a fixed amount that the winning vendor will receive for all deliveries of the respective products.

The price paid by the Town will be the O.E.P. plus the Principal Averages Monday Selkirk, NY price on the day of delivery.

#### **IV. QUALITY REQUIREMENTS**

1. Bidders must provide all of the items described in Section II. and comply with all of the bid submission

requirements listed in Section I.

2. Bidder must demonstrate the ability to supply and deliver Propane products. Bidder shall provide a brief written description of experience in the retail propane industry including year of incorporation, number of employees, current number of accounts served on Truro, and volume of propane delivered annually.

3. The Bidder shall submit the names and phone numbers, including 24 hour beeper or answering service numbers, for those individuals involved in direct customer service aspects of this contract. These contacts will be used for communication of routine or emergency information with contractor.

## **V. REFERENCES**

1. Bidders must provide a list of commercial businesses and municipalities, for whom it supplies Propane products. Reference information must include Company Name, Contact Person, Phone Number, Fax Number and date of purchases.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to quality of products, timely delivery, customer service and general customer satisfaction.

## **VI. RULE FOR AWARD**

The contract will be awarded to the responsive, responsible bidder offering the lowest OEP price per gallon.

**BID RESPONSE FORM  
SUPPLY AND DELIVERY OF PROPANE PRODUCTS**

The undersigned proposes to in the Town of Truro the contract price stated below for the supply and delivery of Propane products in accordance with the specifications contained herein.

**Bid Price must include all labor costs, all material costs and all other expenses.  
There will be no reimbursable expenses allowed in the contract.**

**Propane**

<b>Estimated Usage</b>	<b>Operating Expenses and Profit (O.E.P.) Price Per Gallon</b>
	\$

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Name of bidder

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Telephone Number

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FEIN or SSN:

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Address, City, State and Zip Code

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Bidder's signature:

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Date

**NOTE:** *If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.*

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Signature of person signing bid or proposal

Date

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Please Print Name

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Name of Business



**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Federal Employer ID Number

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name

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## **SAMPLE CONTRACT**



Agreement Between  
Town of Truro, MA  
and  
**XXXXXXXXXXXXXX**

This agreement, made the **XX** day of **XXXXX** by and between **VENDOR NAME**, mailing address of **XXXXXXXXXX** herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

*Witnesseth*, that the Contractor and Town for the consideration herein after named agree as follows:

### **Article 1. Scope of Work**

The contractor shall furnish **SERVICES/SUPPLIES** as called for in the specifications for:  
"Invitation for Bids **XXXXXXX**" issued on **XXXXXXX**.

### **Article 2. Time Period**

The contract is for the period of **XXXXXXX**.

### **Article 3. Contract Sum**

**XXXXXXXXXXXXX**

### **Article 4. Time of Payment**

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

### **Article 5. Contract Documents**

The Specifications, Bid and this Agreement form the Contract, and they are fully a part of the Contract as attached and incorporated herein by reference.

### **Article 6. Termination for Cause**

The Town may terminate this Agreement for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

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**Vendor**

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**Town of Truro**